

## **Exhibit A**



# Bexar County

## District Clerk/County Clerk Search

### Full Case Information

### Case Summary

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#### Case Information for Cause #: 2015CI19460

BRYAN P CARTALL ET AL vs CHUBB LLOYDS INSURANCE COMPANY OF TEXAS ET AL

Cause No. : 2015CI19460  
Name : BRYAN P CARTALL  
Business Name :  
Litigant Type : PLAINTIFF  
Date Filed : 11/20/2015  
Docket Type : INSURANCE  
Case Status : PENDING  
Court : 073

*Information as of: 01/04/2016 11:05:10 AM*

## Case History

*Currently viewing 1 through 7 of 7 records.*

Type/Sequence	Date Filed	Description
P00001	11/20/2015	JURY FEE PAID
P00002	11/20/2015	PETITION
P00003	11/20/2015	SERVICE ASSIGNED TO CLERK 1
S00001	11/23/2015	CITATION CHUBB LLOYDS INSURANCE COMPANY OF TEXAS ISSUED: 11/23/2015
S00002	11/23/2015	CITATION ROBERT LYNN PRITCHARD JR ISSUED: 11/23/2015 RECEIVED: 12/1/2015 EXECUTED: 12/14/2015 RETURNED: 12/21/2015
P00004	12/10/2015	AFFIDAVIT OF RONNIE GRIMES
P00005	12/23/2015	ORIGINAL ANSWER OF CHUBB LLOYD'S INSURANCE COMPANY OF TEXAS AND ROBERT LYNN PRITCHARD JR

PRIVATE PROCESS

Case Number: 2015-CI-19460

**BRYAN P CARTALL ET AL****VS.****CHUBB LLOYDS INSURANCE COMPANY OF TEXAS**

(Note: Attached Document May Contain Additional Litigants.)

2015CI19460 S00001

**IN THE DISTRICT COURT  
73rd JUDICIAL DISTRICT  
BEXAR COUNTY, TEXAS**

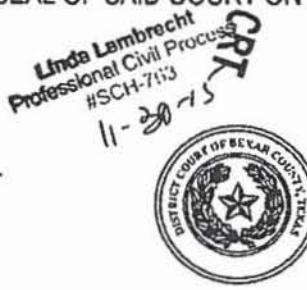
**CITATION****"THE STATE OF TEXAS"**

Directed To: CHUBB LLOYDS INSURANCE COMPANY OF TEXAS

BY SERVING ITS REGISTERED AGENT, BRYAN TOWER

"You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you." Said petition was filed on the 20th day of November, 2015.

ISSUED UNDER MY HAND AND SEAL OF SAID COURT ON THIS 23RD DAY OF NOVEMBER A.D., 2015.

**PETITION**

THOMAS C HALL  
ATTORNEY FOR PLAINTIFF  
115 E TRAVIS ST 700  
SAN ANTONIO, TX 78205-1604

**Donna Kay McKinney**  
**Bexar County District Clerk**  
101 W. Nueva, Suite 217  
San Antonio, Texas 78205

By: *Victoria R Angeles*, Deputy**OFFICER'S RETURN**

I received this citation on \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_ M. and: ( ) executed it by delivering a copy of the citation with the date of delivery endorsed on it to the defendant, \_\_\_\_\_ in person on the \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_ M. at: \_\_\_\_\_ or ( ) not executed because: \_\_\_\_\_ Fees: \_\_\_\_\_ Badge/PPS #: \_\_\_\_\_ Date certification expires: \_\_\_\_\_ County, Texas

By: \_\_\_\_\_

OR: -- VERIFICATION OF RETURN (If not served by a peace officer) SWORN TO this \_\_\_\_\_

NOTARY PUBLIC, STATE OF TEXAS

OR: My name is \_\_\_\_\_, my date of birth is \_\_\_\_\_, and my address is \_\_\_\_\_, \_\_\_\_\_ (County).

I declare under penalty of perjury that the foregoing is true and correct. Executed in \_\_\_\_\_ County, State of Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Declarant

FILE COPY (DK002)

PRIVATE PROCESS

Case Number: 2015-CI-19460

**BRYAN P CARTALL ET AL**

VS.

**CHUBB LLOYDS INSURANCE COMPANY OF TEXAS**

(Note: Attached Document May Contain Additional Litigants.)

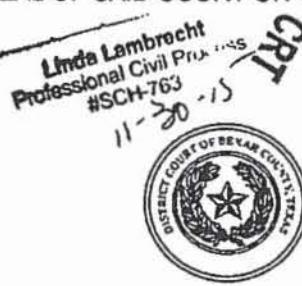
2015CI19460 S00002

IN THE DISTRICT COURT  
73rd JUDICIAL DISTRICT  
BEXAR COUNTY, TEXAS**CITATION****"THE STATE OF TEXAS"**

Directed To: ROBERT LYNN PRITCHARD JR

"You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you." Said petition was filed on the 20th day of November, 2015.

ISSUED UNDER MY HAND AND SEAL OF SAID COURT ON THIS 23RD DAY OF NOVEMBER A.D., 2015.

**PETITION**

Linda Lambrecht  
Professional Civil Plaintiff  
#SCH-763  
11-30-15

THOMAS C HALL  
ATTORNEY FOR PLAINTIFF  
115 E TRAVIS ST 700  
SAN ANTONIO, TX 78205-1604

**Donna Kay McKinney**  
**Bexar County District Clerk**  
**101 W. Nueva, Suite 217**  
**San Antonio, Texas 78205**

By: *Victoria R Angeles*, Deputy**OFFICER'S RETURN**

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Date certification expires: \_\_\_\_\_ County, Texas;

By: \_\_\_\_\_

OR: VERIFICATION OF RETURN (If not served by a peace officer) SWORN TO this \_\_\_\_\_

NOTARY PUBLIC, STATE OF TEXAS

OR: My name is \_\_\_\_\_, my date of birth is \_\_\_\_\_, and my address is \_\_\_\_\_, \_\_\_\_\_ (County).

I declare under penalty of perjury that the foregoing is true and correct. Executed in \_\_\_\_\_ County, State of Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Declarant

FILE COPY (DK002)

73rd District Court of BEXAR County, Texas  
100 DOLOROSA ST. #401 SAN ANTONIO TX 78205

FILED  
12/10/2015 1:47:56 PM  
Donna Kay McKinney  
Bexar County District Clerk  
Accepted By: Frances Gonzales

CASE #: 2015-CI-19460

BRYAN P. CARTALL AND REBECCA P. CARTALL

Plaintiff

vs

CHUBB LLOYDS INSURANCE COMPANY OF TEXAS AND ROBERT LYNN PRITCHARD, JR.

Defendant

AFFIDAVIT OF SERVICE

I, RONNIE GRIMES, make statement to the fact;  
That I am a competent person more than 18 years of age or older and not a party to  
this action, nor interested in outcome of the suit. That I received the documents  
stated below on 12/03/15 4:48 pm, instructing for same to be delivered upon Chubb  
Lloyds Insurance Company Of Texas By Delivering To Its Reg/Agent, Bryan Tower.

That I delivered to : Chubb Lloyds Insurance Company Of Texas By Delivering To Its  
: Reg/Agent, Bryan Tower. By Delivering to Michael Daugherty, Vice  
: President

the following : CITATION AND PLAINTIFFS' ORIGINAL PETITION

at this address : 2001 Bryan St. Ste. 3400  
: Dallas, Dallas County, TX 75201

Manner of Delivery : by PERSONALLY delivering the document(s) to the person above.

Delivered on : December 4, 2015 9:43 am

My name is RONNIE GRIMES, my date of birth is October 26th, 1991, and my address is  
Professional Civil Process Dallas, Inc., 2206 Century Center Blvd., Irving TX 75062,  
and U.S.A. I declare under penalty of perjury that the foregoing is true and  
correct.

Executed in Dallas County, State of Texas, on the 4th day of

December, 2015.

  
RONNIE GRIMES  
1412

Declarant

Texas Certification#: SCH-10075 Exp. 12/31/15

Private Process Server

Professional Civil Process, San Antonio PCP Inv#: D15C00003  
830 N.E. Loop 410, Ste-209 San Antonio TX 78209 SO Inv#: S15C00001  
(210) 829-1313



AX02S15C00001

+ Service Fee: 70.00  
Witness Fee: .00  
Mileage Fee: .00

ronnieg

Hall, Thomas C.

E-FILE RETURN

PRIVATE PROCESS

Case Number: 2015-CI-19460



BRYAN P CARTALL ET AL

VS.

CHUBB LLOYDS INSURANCE COMPANY OF TEXAS

(Note: Attached Document May Contain Additional Litigants.)

2015CI19460 S00001

IN THE DISTRICT COURT  
73rd JUDICIAL DISTRICT  
BEXAR COUNTY, TEXAS

## CITATION

"THE STATE OF TEXAS"

Directed To: CHUBB LLOYDS INSURANCE COMPANY OF TEXAS

Delivered This \_\_\_\_\_ Day OF \_\_\_\_\_  
BY \_\_\_\_\_  
Professional Civil Process

BY SERVING ITS REGISTERED AGENT, BRYAN TOWER

"You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you." Said petition was filed on the 20th day of November, 2015.

ISSUED UNDER MY HAND AND SEAL OF SAID COURT ON THIS 23RD DAY OF NOVEMBER A.D., 2015.

## PETITION

THOMAS C HALL  
ATTORNEY FOR PLAINTIFF  
115 E TRAVIS ST 700  
SAN ANTONIO, TX 78205-1604



**Donna Kay McKinney**  
**Bexar County District Clerk**  
**101 W. Nueva, Suite 217**  
**San Antonio, Texas 78205**

By: *Victoria R Angeles*, Deputy

## OFFICER'S RETURN

I received this citation on \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_ M. and: ( ) executed it by delivering a copy of the citation with the date of delivery endorsed on it to the defendant, \_\_\_\_\_ in person on the \_\_\_\_\_ at

\_\_\_\_\_ o'clock \_\_\_ M. at: \_\_\_\_\_ or ( ) not executed because: \_\_\_\_\_ Fees: \_\_\_\_\_ Badge/PPS #: \_\_\_\_\_

Date certification expires: \_\_\_\_\_ County, Texas

By: \_\_\_\_\_

OR: VERIFICATION OF RETURN (If not served by a peace officer) SWORN TO this \_\_\_\_\_.

## NOTARY PUBLIC, STATE OF TEXAS

OR: My name is \_\_\_\_\_, my date of birth is \_\_\_\_\_, and my address is \_\_\_\_\_, \_\_\_\_\_ (County).

I declare under penalty of perjury that the foregoing is true and correct. Executed in \_\_\_\_\_ County, State of Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
 \_\_\_\_\_

Declarant

ORIGINAL (DK002)



## BEXAR COUNTY DISTRICT CLERK

**REQUEST FOR PROCESS**

Cause No. \_\_\_\_\_

Style:

BRYAN P. CARTAUL, ET AL.

vs.

CHUBB LLOYDS INSURANCE COMPANY

Court \_\_\_\_\_

Request the following process: (please check what applies)

Citation xxx Temp. Restraining Order \_\_\_\_\_ Temp. Protective Order \_\_\_\_\_

Notice \_\_\_\_\_ Notice on Temp Protective Order \_\_\_\_\_

Precept w/hearing \_\_\_\_\_ Precept without a hearing \_\_\_\_\_

Other: \_\_\_\_\_

**\*\*\*Type of document to be served:\*\*\***

\*\*

ORIGINAL PETITION

Parties to be served (PLEASE TYPE OR PRINT)

1. CHUBB LLOYDS INSURANCE COMPANYRegistered Agent: BRYAN TOWERAddress 2001 BRYAN STREET, STE. 3400 Type\* PRIVATE PROCESS  
DALLAS, TX 757012. ROBERT LYNN PRITCHARD, JR.

Registered Agent: \_\_\_\_\_

Address 2015 FLAMINGO STREET Type\* PRIVATE PROCESS  
SAN ANTONIO, TX 78209

3.

Registered Agent: \_\_\_\_\_

Address \_\_\_\_\_ Type\* \_\_\_\_\_

4.

Registered Agent: \_\_\_\_\_

Address \_\_\_\_\_ Type\* \_\_\_\_\_

5.

Registered Agent: \_\_\_\_\_

Address \_\_\_\_\_ Type\* \_\_\_\_\_

\*Type: Sheriff; Constable Pct. \_\_\_\_; Private Process; Certified Mail; Registered Mail; Out of County; Out of State; Secretary of State; Commissioner of Insurance;

Name of Attorney/Pro se: THOMAS C. HALLBar No.: 08774550Address: 115 E. TRAVIS STREET, SUITE 700Phone No.: 210/222-2000SAN ANTONIO, TX 78205

## CIVIL CASE INFORMATION SHEET

CAUSE NUMBER (FOR CLERK USE ONLY):

COURT (FOR CLERK USE ONLY):

STYLED BRYAN P. CARTALL, ETAL. V. CHUBB LLOYDS INSURANCE CO.

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet:		Names of parties in case:	Person or entity completing sheet is:	
Name: Thomas C. Hall	Email: hall@tomhall-lawyer.com	Plaintiff(s)/Petitioner(s): <u>BRYAN P. CARTALL</u> <u>REBECCA P. CARTALL</u>	<input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____	
Address: 115 E. Travis St., Ste. 700	Telephone: 210-222-2000	Additional Parties in Child Support Case:		
City/State/Zip: San Antonio, TX 78205	Fax: 210-222-1156	Defendant(s)/Respondent(s): <u>CHUBB LLOYDS INSURANCE</u> <u>AND ROBERT LYNN</u> <u>PRITCHARD, JR.</u>	Custodial Parent: Non-Custodial Parent: Presumed Father: _____	
[Attach additional page as necessary to list all parties]				
2. Indicate case type, or identify the most important issue in the case (select only 1):				
<b>Civil</b>		<b>Family Law</b>		
<b>Contract:</b> <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract:  <input type="checkbox"/> Foreclosure <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input checked="" type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract:  <hr/>	<b>Injury or Damage:</b> <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <input type="checkbox"/> Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability:  <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <input type="checkbox"/> Product Liability <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product:  <input type="checkbox"/> Other Injury or Damage:  <hr/>	<b>Real Property:</b> <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property:  <hr/> <b>Related to Criminal Matters:</b> <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____  <hr/>	<b>Marriage Relationship:</b> <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <input type="checkbox"/> Divorce <input type="checkbox"/> With Children <input type="checkbox"/> No Children  <hr/>	<b>Post-judgment Actions (non-Title IV-D):</b> <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other <input type="checkbox"/> Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order  <hr/>
<b>Employment:</b> <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input checked="" type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment:  <hr/>	<b>Other Civil:</b> <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property  <hr/>	<b>Other Family Law:</b> <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____  <hr/>	<b>Parent-Child Relationship:</b> <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____  <hr/>	
<b>Tax:</b> <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax  <hr/>	<b>Probate &amp; Mental Health:</b> <input type="checkbox"/> Probate/Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings  <hr/>	<input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____  <hr/>		
3. Indicate procedure or remedy, if applicable (may select more than 1):				
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action  <hr/>	<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment  <hr/>	<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover  <hr/>		
4. Indicate damages sought (do not select if it is a family law case):				
<input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input type="checkbox"/> Over \$100,000 but not more than \$200,000 <input checked="" type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input type="checkbox"/> Over \$1,000,000				

CAUSE NO. 2015CI19460

BRYAN P. CARTALL AND  
 REBECCA P. CARTALL

\* IN THE DISTRICT COURT

VS.

\* 73RD JUDICIAL DISTRICT

CHUBB LLOYDS INSURANCE  
 COMPANY OF TEXAS AND  
 ROBERT LYNN PRITCHARD, JR.

\* BEXAR COUNTY, TEXAS

### **PLAINTIFFS' ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES, BRYAN P. CARTALL and REBECCA P. CARTALL, hereinafter referred to as, "Plaintiffs", complaining of CHUBB LLOYDS INSURANCE COMPANY OF TEXAS, (hereinafter referred to as, "CHUBB"), and ROBERT LYNN PRITCHARD JR., (hereinafter referred to as "PRITCHARD"), and files this, their Original Petition and for cause of action would respectfully show unto the Court the following:

#### **I. DISCOVERY-CONTROL PLAN**

Plaintiffs intend to conduct discovery under Level 3 of Texas Rule of Civil Procedure 190.3 and affirmatively plead that this suit is not governed by the expedited-actions process in Texas Rule of Civil Procedure 169 because Plaintiffs seek monetary relief over \$100,000.

#### **II. CLAIM FOR RELIEF**

Plaintiffs seek monetary relief over \$200,000.00 but not more than \$1,000,000.00 (Tex. R. Civ. P. 47(c)(4).)

### **III. PARTIES**

Plaintiffs are individuals residing in Bexar County, Texas. Plaintiffs' home is located at 15 Parman Place, San Antonio, Texas.

Defendant, Chubb, is a domestic Lloyds, insurance company engaged in the business of insurance in Texas. Defendant, Chubb, may be served with process by serving its registered agent, *Bryan Tower, 2001 Bryan Street, Suite 3400, Dallas, Texas 75701*, by private process

Defendant, Pritchard, is a natural person who resides in the State of Texas and may be served with process, at *2015 Flamingo St., San Antonio, Texas 78209*, by private process.

### **IV. AGENCY AND RESPONDEAT SUPERIOR**

Whenever in this petition it is alleged that the Defendants did any act or thing, it is meant that Defendants themselves or their agents, officers, servants, employees, or representatives did such act or thing, and it was done with the full authorization or ratification of Defendants or done in the normal routine, course and scope of the agency or employment of Defendants or their agents, officers, servants, employees, or representatives.

### **V. CONDITIONS PRECEDENT**

All of the conditions precedent to bringing this suit under the policy and to the Defendants' liability to the Plaintiffs under the policy for the claims alleged have been performed or have occurred. More than sixty days prior to the filing of

this petition, written demand for payment and notice of complaint pursuant to the Texas Insurance Code were sent or compliance with said notice is excused. All notices and proofs of loss were timely and properly given in such manner as to fully comply with the terms and conditions of the relevant insurance policies and applicable law. Plaintiffs complied with all terms and conditions of the policy, but his claims were nonetheless denied and/or partially denied. Such denials/partial denials and refusals to pay waive any further compliance with said policy by Plaintiffs, and leave them free to sue for those benefits to which they are entitled that were denied, partially denied or underpaid.

This suit is brought pursuant to the law of good faith and fair dealing as well as under common law and Chapters 541 and 542 of the Texas Insurance Code; the Texas Deceptive Trade Practices Act; for breach of contract and for recovery under a policy of insurance. Plaintiffs are consumers of Defendant, Chubb in that they purchased insurance from Defendant, Chubb, and/or service to be provided by Defendant, Chubb. Defendants are individuals, corporations, associations, partnerships, or other legal entities engaged in the business of insurance. Defendant, Chubb, and Defendant, Pritchard, constitute persons as that term is defined in Chapter 541 of the Texas Insurance Code.

## **VI. FACTS**

Plaintiffs are the owners of Insurance Policy No. 001266775404\00001, issued by Defendant, Chubb. On August 10, 2014, a water heater leak occurred, causing damages to Plaintiffs' home located at 15 Parman Place, San Antonio,

Texas 78230. Plaintiffs reported a claim for the damages to their home and requested an adjuster to adjust their loss. Plaintiffs were not aware of the extent of the damages, nor the cost to repair the damages. On or about July 21, 2015, counsel for Plaintiffs sent a revised estimate of the damage to the Plaintiffs' home prepared by Guerra-Prats Construction, LLC, containing the necessary repair and replacement cost as a result of the water leak in question. Chubb has not responded. Despite the fact that all conditions precedent to Plaintiffs' recovery have been performed or have occurred, Defendant, Chubb, has failed and refused to pay Plaintiffs a just amount in accordance with their contractual obligations, agreements, and representations. In fact, after Defendants', Chubb's and Pritchard's, refusals to pay and properly investigate, Plaintiffs were forced to file suit to seek the policy benefits to which they were entitled. Defendant, Chubb's, and Defendant Pritchard's, denials and delays, were wrong, improper, and made knowingly. Defendants, Chubb and Pritchard, knew that substantial damage had been done by the August 10, 2014 water leak, and refused to properly inspect and investigate Plaintiffs' claim for covered damages.

## **VII. CAUSE OF ACTION FOR BREACH OF CONTRACT**

Plaintiffs re-allege and incorporate by reference all previous and subsequent paragraphs herein for this cause of action.

According to the Insurance Policy that Plaintiffs purchased, Defendant, Chubb, and Defendant, Pritchard, have the duty to investigate and pay Plaintiffs policy benefits for claims made for covered damages, including additional

benefits under the Policy, resulting from a water heater leak. As a result of a August 10, 2014 water leak and/or ensuing losses from the August 10, 2014 water leak, both of which are covered perils under the Policy, Plaintiffs' property has been damaged.

Defendant, Chubb's and Defendant Pritchard's failure and refusal, as described above, to pay for all of the covered damages, as they are obligated to do under the terms of the Policy in question and under the laws of the State of Texas, constitutes a breach of Defendant, Chubb's, contract with Plaintiffs. Defendant, Chubb, failed to timely pay Plaintiffs for covered damages as required by the terms of Plaintiffs' policy. Defendants, Chubb and Pritchard, failed to comply with the terms and conditions of the policy, including, but not limited to, the appraisal provision of Plaintiffs' policy. As a result of Defendants, Chubb's and Pritchard's acts and omissions, Defendant, Chubb, breached the contract with Plaintiffs. As a result of Defendant, Chubb's breach of contract, Plaintiffs are entitled to attorney's fees under Chapter 38 of the Civil Practice and Remedies Code.

#### **VIII. CAUSE OF ACTION FOR VIOLATION OF SECTION 542**

Plaintiffs re-allege and incorporate by reference all previous and subsequent paragraphs herein for this cause of action.

Defendant, Chubb, and Defendant, Pritchard's acts, omissions, failures and conduct that are described in this petition violate Section 542 of the Texas Insurance Code.

Defendant, Chubb, failed to meet its obligations under the Texas Insurance Code regarding timely acknowledging Plaintiffs' claim, beginning an investigation of Plaintiffs' claim, and requesting all information reasonably necessary to investigate Plaintiffs' claim, within the statutorily mandated time of receiving notice of Plaintiffs' claim. Defendant, Chubb's, conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. Tex. Ins. Code §542.055. Defendant, Chubb, failed to accept or deny Plaintiffs' full and entire claim within the statutorily mandated time of receiving all necessary information. Defendant, Chubb's, conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. Tex. Ins. Code §542.056.

Defendant, Chubb, failed to meet its obligations under the Texas Insurance Code regarding payment of claim without delay. Specifically, it has delayed full payment of Plaintiffs' claim longer than allowed and, to date, Plaintiffs have not received full payment for his claim. Defendant, Chubb's, conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. Tex. Ins. Code §542.058.

From and after the time Plaintiffs' claim was presented to Defendant, Chubb, the liability of Defendant, Chubb, to pay the full claim in accordance with the terms of the Policy was reasonably clear. However, Defendant, Chubb, has refused to pay Plaintiffs in full, despite there being no basis whatsoever on which a reasonable insurance company would have relied to deny the full payment.

Defendant, Chubb's, conduct constitutes a breach of the common law duty of good faith and fair dealing.

As a result of Defendants, Chubb's and Pritchard's, wrongful acts and omissions, Plaintiffs were forced to retain the professional services of the attorneys and law firms who are representing them with respect to these causes of action.

Plaintiffs' experience is not an isolated case. The acts and omissions, Defendants, Chubb, and Pritchard, committed in this case, or similar acts and omissions, occur with such frequency that they constitute a general business practice of Defendant, Chubb, with regard to handling these types of claims. Defendant, Chubb's, entire process is unfairly designed to reach favorable outcomes for the company at the expense of the policyholders. In addition, in the event it is determined that Defendants owe Plaintiffs any additional monies on Plaintiffs' claim, then Defendants have automatically violated Section 542 in this case.

#### **IX. CAUSE OF ACTION FOR BREACH OF DUTY OF GOOD FAITH AND FAIR DEALING**

Plaintiffs re-allege and incorporate by reference all previous and subsequent paragraphs herein for this cause of action. By its acts, omissions, failures and conduct, Defendant, Chubb, has breached its common law duty of good faith and fair dealing by failing to pay the proper amounts on Plaintiffs' entire claim without any reasonable basis and by failing to conduct a reasonable investigation to determine whether there was a reasonable basis for this denial. Defendant,

Chubb, has also breached this duty by unreasonably delaying payment of Plaintiffs' entire claim and by failing to settle Plaintiffs' entire claim because Defendants, Chubb and Pritchard, knew or should have known that it was reasonably clear that the claim was covered. When Defendant, Chubb, and Defendant, Pritchard, and their agents engaged in the acts and omissions stated in this petition and visited and inspected Plaintiffs' property, in connection with Plaintiffs' property damage, Defendants, Chubb, and Pritchard knew or should have known that Plaintiffs have sustained significant damage to the property, requiring significant repairs as a result of a loss and peril covered by the insurance policy. Defendant, Chubb and Defendant, Pritchard, knew that a substantial covered loss was owed. Nonetheless, Defendants, Chubb and Pritchard denied, delayed, and failed to pay and properly investigate some or all of Plaintiffs' covered losses with no reasonable basis.

#### **X. CAUSE OF ACTION FOR UNFAIR INSURANCE PRACTICES**

Plaintiffs re-allege and incorporate by reference all previous and subsequent paragraphs herein. Plaintiffs incorporate all the allegations in this petition for this cause of action against Defendant, Chubb and Defendant, Pritchard, under the Texas Insurance Code. Plaintiffs have satisfied all conditions precedent to bringing this cause of action. By their acts, omissions, failures, and conduct, Defendants, Chubb and Pritchard have engaged in unfair and deceptive acts or practices in the business of insurance in violation of 541 of the Texas Insurance Code. Such

violations include, without limitation, all the conduct described in this petition plus Defendants' unreasonable delays in the investigation, adjustment, and resolution of Plaintiffs' claim and Defendants' failure to pay for the proper repair of Plaintiffs' home on which liability had become reasonably clear. They further include Defendants' failure to give Plaintiffs the benefit of the doubt. Specifically, Defendants are guilty of the following unfair insurance practices:

**A. DEFENDANT CHUBB**

1. Defendant, Chubb's, conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. Tex. Ins. Code §541.060(a). All violations under this article are made actionable by Tex. Ins. Code §541.151.
2. Defendant, Chubb's, unfair settlement practice, as described above, of misrepresenting to Plaintiffs material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance, Tex. Ins. Code §541.060(a)(1).
3. Defendant, Chubb's, unfair settlement practice, as described above, of failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the claim, even though Chubb's liability under the Policy was reasonably clear, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. Tex. Ins. Code §541.060(a)(2)(A).

4. Defendant, Chubb's, unfair settlement practice, as described above, of failing to promptly provide Plaintiffs with a reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for its offer of a compromise settlement of the claim, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. Tex. Ins. Code §541.060(a)(3).

5. Defendant, Chubb's, unfair settlement practice, as described above, of failing within a reasonable time to affirm or deny coverage of the claim to Plaintiff, or to submit a reservation of rights to Plaintiff, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. Tex. Ins. Code §541.060(a)(4).

6. Defendant, Chubb's, unfair settlement practice, as described above, of refusing to pay Plaintiffs' claim without conducting a reasonable investigation, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. Tex. Ins. Code §541.060(a)(7).

7. Defendant, Chubb's, unfair settlement practice, as described above, of failing to handle or process the Plaintiffs' claims in good faith; is in violation of common law as expressly stated by the Texas Supreme Court in *Vail v. Texas Farm Bureau*, 754 S.W.2d 129 at 135 (Tex. 1988);

## **B. DEFENDANT PRITCHARD**

1. Defendant, Pritchard's, conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. Tex. Ins. Code §541.060(a).

All violations under this article are made actionable by Tex. Ins. Code §541.151.

2. Defendant, Pritchard, is individually liable for his unfair and deceptive acts, irrespective of the fact he was acting on behalf of Defendant, Chubb, because each is a “person” as defined by Tex. Ins. Code §541.002(2). The term “person” is defined as “any individual, corporation, association, partnership, reciprocal or inter-insurance exchange, Lloyds plan, fraternal benefit society, or other legal entity engaged in the business of insurance, including an agent, broker, *adjuster* or life and health insurance counselor.” Tex. Ins. Code §541.002(2) (emphasis added). (See also *Liberty Mutual Insurance Co. v. Garrison Contractors, Inc.*, 966 S.W.2d 482, 484 (Tex. 1998) (holding an insurance company employee to be a “person” for the purpose of bringing a cause of action against him or her under the Texas Insurance Code and subjecting him or her to individual liability)).

3. Defendant, Pritchard’s unfair settlement practice, as described above, of misrepresenting to Plaintiffs material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance.

4. Defendant, Pritchard’s unfair settlement practice, as described above, of failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the claim, even though liability under the Policy is reasonably clear, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance.

5. The unfair settlement practice of Defendant, Pritchard, as described above, of failing to promptly provide Plaintiffs with a reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for the offer of a compromise settlement of Plaintiffs' claim, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. Tex. Ins. Code §541.060(a)(3).

6. Defendant, Pritchard's unfair settlement practice, as described above, of failing within a reasonable time to affirm or deny coverage of the claim to Plaintiff, or to submit a reservation of rights to Plaintiffs, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. Tex. Ins. Code §541.060(a)(4).

7. Defendant, Pritchard's unfair settlement practice, as described above, of refusing to pay Plaintiffs' claim without conducting a reasonable investigation, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance.

Defendant, Chubb and Defendant, Pritchard, have also breached the Texas Insurance Code when they breached their duty of good faith and fair dealing. All of the above-described acts, omissions, and failures of Defendants, Chubb and Pritchard were done knowingly as that term is used in the Texas Insurance Code. These acts and omissions and failures are violations of Chapters 541 and 542 of the Texas Insurance Code. Defendants, Chubb and Pritchard, violated Chapters

542 of the Texas Insurance Code, and are liable for the actual damages, penalties and attorney's fees provided for therein. Defendant, Chubb and Pritchards', conduct as described herein has resulted in Plaintiffs' damages that are described in this petition.

#### **XI. DAMAGES**

The above described acts, omissions, failures and conduct of Defendants have caused Plaintiffs' damages which include, without limitation, the cost to properly repair Plaintiffs' home and any investigative fees incurred in the claim. The conduct of Defendant, Chubb and Defendant, Pritchard, proximately caused the injuries and damages to the Plaintiffs for which they herein sue.

Plaintiffs are also entitled to recover damages as well as attorney's fees under Chapter 38 of the Civil Practice and Remedies Code for Defendant, Chubb's, breach of contract. Plaintiffs are also entitled to recover the amount of their claim plus an 18% per annum penalty on that claim against Defendant, Chubb, as damages under Section 542 of the Texas Insurance Code, plus prejudgment interest and attorneys' fees. All the damages described in this petition are within the jurisdictional limits of the Court.

#### **XII. ATTORNEYS' FEES**

As a result of Defendants' conduct that is described in this petition, Plaintiffs have been forced to retain the undersigned attorneys to prosecute this

action and have agreed to pay reasonable attorneys' fees. Plaintiffs are entitled to recover these attorneys' fees under Chapter 38 of the Texas Civil Practices and Remedies Code, Sections 541 and 542 of the Texas Insurance Code, and Section 17.50 of the DTPA.

### **XIII. PRAYER**

Pursuant to Rule 216 of the Texas Rules of Civil Procedure, Plaintiffs request a jury trial and tender the statutory jury fee to the Clerk of the Court, along with the filing of the Original Petition.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray, move and respectfully request this Honorable Court for the following relief:

That upon final hearing and trial hereof, the Honorable Court grant to the Plaintiffs such relief as to which they may show themselves justly entitled, either at law or in equity, either general or special, including declaratory judgment against Defendant, Chubb and Defendant, Pritchard, judgment against the Defendants for actual damages, attorney's fees, costs of suit, statutory penalties, and prejudgment and post judgment interest, if allowed by law, and including judgment for additional damages under the facts set forth in this or any amended pleading.

Respectfully submitted,

THOMAS C. HALL, P.C.

/s/ **Thomas C. Hall**

By: \_\_\_\_\_  
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**ATTORNEYS FOR PLAINTIFFS**

## CAUSE NO. 2015CI19460

**BRYAN P. CARTALL AND  
REBECCA P. CARTALL,**

**Plaintiffs,**

**v.**

**CHUBB LLOYDS INSURANCE  
COMPANY OF TEXAS AND ROBERT  
LYNN PRITCHARD, JR.**

**Defendants.**

**IN THE DISTRICT COURT**

**73<sup>rd</sup> JUDICIAL DISTRICT**

**BEXAR COUNTY, TEXAS**

**DEFENDANTS CHUBB LLOYD'S INSURANCE COMPANY OF TEXAS AND ROBERT  
LYNN PRITCHARD, JR.'S ORIGINAL ANSWER**

Defendants CHUBB LLOYD'S INSURANCE COMPANY OF TEXAS ("CHUBB") AND ROBERT LYNN PRITCHARD, JR. ("PRITCHARD") (collectively referred to as the "Defendants") files this their Original Answer to Plaintiff's Original Petition as follows:

**I.  
GENERAL DENIAL**

Pursuant to Rule 92, Texas Rules of Civil Procedure, Defendants generally deny each and every, all and singular, the allegations of Plaintiff's Original Petition and demand strict proof thereof.

**II.  
PRAYER**

WHEREFORE, PREMISES CONSIDERED, Defendants respectfully pray that Plaintiffs take nothing by their suit herein and that they be granted such other and further relief, at law and in equity, to which they may be justly entitled.

Respectfully submitted,

*/s/ Jennifer G. Martin*

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**CHUBB LLOYD'S INSURANCE COMPANY OF**

**TEXAS AND ROBERT LYNN PRITCHARD, JR.**

**CERTIFICATE OF SERVICE**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above and foregoing pleading was served on counsel of record in accordance with the Texas Rules of Civil Procedure, on this **23<sup>rd</sup>** day of **December, 2015**.

*/s/ Jennifer G. Martin*

**JENNIFER G. MARTIN**